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6 IN THE UNITED STATES DISTRICT COURT  
7 FOR THE DISTRICT OF ARIZONA  
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9 William Brady Cashman; Steve Lee Cox;  
10 Robert F. Macknis; Karl Douglas  
11 Mehrhof; Frank J. Namio; Emil F.  
Nobile; Terrence Lawton Sheahan; and  
Wayne D. Wilcoxon,

12 Plaintiffs,

13 v.

14 Arizona Public Service Company,  
15 Defendant.  
16

Case No. CV-11-00153-PHX-GMS

ORDER

17 Pending before the Court is the parties' Joint Motion to Approve Settlement  
18 Agreement and Dismiss Lawsuit with Prejudice (Doc. 25). The Court grants the parties'  
19 motion.

20 Pursuant to *Lynn's Food Stores, Inc. v. United States*, 679 F.2d 1350 (11th Cir.  
21 1982), the parties request this Court to enter an Order that specifically approves the  
22 parties' Settlement Agreement.

23 In *Lynn's*, the Eleventh Circuit held:

24 There are only two ways in which back wage claims arising  
25 under the FLSA can be settled or compromised by  
26 Employees. First, under section 216(c), the Secretary of  
27 Labor is authorized to supervise payment to employees of  
28 unpaid wages owed to them. An employee who accepts such  
a payment supervised by the Secretary thereby waives his  
right to bring suit for both the unpaid wages and for  
liquidated damages, provided the employer pays in full the  
back wages.

1 The only other route for compromise of FLSA claims is  
2 provided in the context of suits brought directly by employees  
3 against their employer under section 216(b) to recover back  
4 wages for FLSA violations. When employees bring a private  
5 action for back wages under the FLSA, and present to the  
6 district court a proposed settlement, the district court may  
7 enter a stipulated judgment after scrutinizing the settlement  
8 for fairness.

9 *Lynn's*, 679 F.2d at 1352-53 (footnotes omitted).

10 Normally, the Court does not rule on a private settlement negotiated between  
11 parties. However, because Plaintiffs filed a FLSA action against Defendant, the parties  
12 must seek approval of their stipulated settlement in order to ensure the enforceability of  
13 the Settlement Agreement. *Id.*; *See also See Hand v. Dionex Corp.*, 2007 U.S. Dist.  
14 LEXIS 87026, \*1 (D. Ariz. Nov. 13, 2007) (citing *Lynn's Food Stores*, 679 F.2d at 1352-  
15 55); *see also Rose v. Wildflower Bread Company*, 2011 U.S. Dist. LEXIS 69953, \*3 (D.  
16 Ariz. June 29, 2011); *In re: Sepracor, Inc. FLSA Litigation*, 2009 U.S. Dist. LEXIS  
17 97791, 5 (D. Ariz. Oct. 9, 2009). The Court may approve the settlement if it reflects a  
18 "reasonable compromise over issues." *Lynn's*, 679 F.2d at 1354.

19 The Court has reviewed the proposed Settlement Agreement and finds that it does  
20 in fact reflect a fair and reasonable resolution of the issues. Defendant strongly contested  
21 liability under the FLSA, contending that Plaintiffs were exempt. Finally, the proposed  
22 distribution to each of the Plaintiffs is fair and equitable since it is directly related to the  
23 amount of hours each Plaintiff worked for APS.

24 Accordingly,

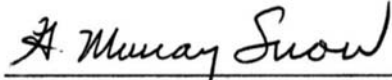
25 **IT IS ORDERED** that the parties' Joint Motion to Approve Settlement  
26 Agreement (Doc. 25) is granted and the lawsuit is dismissed with prejudice. The Court  
27 finds that the Settlement Agreement is a fair and reasonable resolution of a bona fide  
28 dispute over wages owed pursuant to the Fair Labor Standards Act and therefore  
approves the settlement.

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1           **IT IS FINALLY ORDERED** that the Court will retain jurisdiction over the  
2 parties to enforce the Settlement Agreement.

3           Dated this 1st day of September, 2011.

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7           G. Murray Snow  
8           United States District Judge  
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